

# ACKNOWLEDGEMENT OF RISK and WAIVER AND RELEASE OF LIABILITY

## READ THIS CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS

### Introduction:

Your motorcycle tour with Smokey Mountain Motorcycle Rides will cover a tremendous variety of riding conditions including *twisty mountain roads, the possibility of sand, gravel, or debris on the pavement, and even the possibility of rain or fog while on your ride*. Elevations will change and may climb as high as 6,684 feet. Motorcycle riding *exposes you to temperature extremes* that vary widely, and are typically related to the elevation or region in which we are riding. This is **not a place for novices or a place to learn to ride a motorcycle**. It is important that you, the tour participant(s) is/are in reasonable physical health, and accustomed to spending all day long aboard a motorcycle.

### AGREEMENT:

I (We) understand that operating a motorcycle is an activity that precludes and contains considerable risk of serious personal injury, paralysis, dismemberment, property damage, loss, and possible death. I (We) further understand that riding a motorcycle is subject to both foreseeable and unforeseeable risks and dangers. **I (We) hereby knowingly and freely accept the risks of all personal injury and property damage to both myself, my passenger, and to others arising from my (our) participation in a Smokey Mountain Motorcycle Rides tour. I (We) DO HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND AGREE THAT MY (OUR) DEPENDENTS, HEIRS, SUCCESSORS, EXECUTORS AND ASSIGNS DO RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS AGAINST, AND INDEMNIFY SMOKEY MOUNTAIN MOTORCYCLE RIDES, ITS OWNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, AND ASSIGNS (COLLECTIVELY, “RELEASED PARTIES”) FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, INCLUDING CLAIMS OF DEATH, BODILY INJURY, ILLNESS, PROPERTY DAMAGE OR LOSS, HOWEVER CAUSED, ARISING FROM OR RELATED TO A SMOKEY MOUNTAIN MOTORCYCLE RIDES TOUR, EVEN IF ARISING FROM THE FAILURE TO ACT OR NEGLIGENCE OF THE RELEASEES OR OTHERS.**

**I (We) agree to ride within my riding ability** and agree to not be influenced by any group or pack mentality to ride faster than is within my (our) ability, or what is considered safe riding conditions. Nor will I (We) be influenced by riding displays by my (our) fellow tour participants nor tour guides that could be considered unsafe. I (We) fully understand that I (We) may encounter riding conditions and roads that I (We) have not traveled before, have no prior knowledge of, and therefore will ride within a manner that is considered safe for those riding conditions.

**I certify (driver only)** that I am a licensed motorcycle operator and that I hold a currently valid, state issued motorcycle license or endorsement to my driver’s license. **I (We) further certify** that I (We) am/are in good health and have no mental or physical impairments that may affect my (our) safety or the safety of the group.

**I (We) understand** that I (We) will wear a helmet in the states where it is required by state law, and when in those states where helmet use is optional, I (We) understand the choice of wearing a helmet or not, is solely my (our) own.

Initials: \_\_\_\_\_

Smokey Mountain Motorcycle Rides expressly prohibits the use of any illegal drug or the consumption of alcohol during any of our day tours. Anyone found to have used illegal drugs at any time during the tour, or consumed alcohol the day of the tour or during the tour will be expelled or prohibited from riding the remainder of the tour **without** a refund of any portion of the tour fee.

**MAKE SURE YOU HAVE READ AND UNDERSTAND BEFORE SIGNING.**

**I (WE) UNDERSTAND AND AGREE TO ALL OF THE FOREGOING**

**Driver Signature:**\_\_\_\_\_ **DL#**\_\_\_\_\_ **Dated:**\_\_\_\_\_

**Witness Signature:**\_\_\_\_\_ **Dated:**\_\_\_\_\_

**Passenger Signature:**\_\_\_\_\_ **Dated:**\_\_\_\_\_

**Witness Signature:**\_\_\_\_\_ **Dated:**\_\_\_\_\_

**Driver Emergency Contact:**\_\_\_\_\_

**Relationship:**\_\_\_\_\_

**Telephone:**\_\_\_\_\_

**Passenger Emergency Contact:**\_\_\_\_\_

**Relationship:**\_\_\_\_\_

**Telephone:**\_\_\_\_\_

If the passenger is under 18 years of age, their parent or legal guardian must sign below:

I (WE) am/are the legal guardian of the above signed person and grant my/our permission to such person (to drive) (ride as a passenger) on the motorcycle, and to the extent permitted by law, **I agree to the terms of the foregoing release on behalf of such person.**

**Signed:**\_\_\_\_\_

**Dated:**\_\_\_\_\_